

**CITY OF SAN ANTONIO**  
**ADMINISTRATIVE SERVICES DEPARTMENT**

Issued By: WF  
BID NO.: A383-07 WF

Date Issued: November 13, 2006  
Page 1 of 43

**FORMAL INVITATION FOR BEST VALUE BIDS**  
**ANNUAL CONTRACT FOR CABLE PULLING, MATERIALS AND INSTALLATION**

**Ten copies of sealed bids**, subject to the requirements of this Invitation for Best Value Bids (hereafter "BVB"), will be received at the City Clerk's Office, City Hall until 2:00 p.m. Central Time **DECEMBER 1, 2006**.

The City of San Antonio Administrative Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Divisional Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the City's Invitation for Best Value Bid, which is fully incorporated herein, for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder certifies that Bidder has read the entire BVB and agreed to the terms therein.

**Signer's Name:** \_\_\_\_\_  
(Please Print or Type)

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature of Person Authorized to Sign Bid**

**City, State, Zip Code:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

\_\_\_ Non-minority \_\_\_ Hispanic \_\_\_ African-American \_\_\_ Other Minority (specify) \_\_\_\_\_

\_\_\_ Female Owned \_\_\_ Handicapped Owned \_\_\_ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Sole Proprietorship \_\_\_ Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_ Social Security Number: \_\_\_ - \_\_\_ - \_\_\_\_\_

**FOR CITY USE ONLY**

**AWARD**

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**

**TERMS AND CONDITIONS OF INVITATION FOR BIDS****READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

**2. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (c) Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.
- (e) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this BVB.

- (f) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### **3. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### **4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

### **6. SUBMISSION OF BIDS**

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

## **7. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid; or
  - 2. The bid does not strictly conform to law or the requirements of the bid;
  - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

## **8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

## **9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

## **10. CLARIFICATION TO BID SPECIFICATIONS**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Administrative Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Administrative Services on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

## **11. DISCOUNTS**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).

- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## 12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

## 13. CONTRACT TERMINATION

### TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Administrative Services, its obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

### TERMINATION-NOTICE:

- (b) The City shall be required to give the vendor notice **ten** days prior to the date of cancellation of the contract for convenience.

### TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

#### 14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B.; City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Administrative Services. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Administrative Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Administrative Services Department.

#### 15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with the bid, but must be presented to the Administrative Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Administrative

Services with the concurrence of the City Manager may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### **16. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

#### **17. BID RESULT REQUEST**

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

#### **18. PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

#### **19. INDEMNITY**

**(A) VENDOR, IF SELECTED, COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN**

**SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

- (B) IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.**

## **20. INSURANCE**

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request.** The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

## **21. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## **22. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

## **23. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Administrative Services Department.



## 24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Administrative Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

## 25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Best Value Bids (hereafter "BVB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this BVB shall be listed on a rider attached hereto, if known at the time of issuance of the BVB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

## 26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Administrative Services Department, Purchasing Division at (210) 207-7260. Contact William Flint at (210) 207-4285 or email to [William.Flint@sanantonio.gov](mailto:William.Flint@sanantonio.gov). Last day to submit questions is November 27, 2006 at 3 PM.

## **SPECIFICATIONS AND GENERAL REQUIREMENTS**

### **PERIOD OF CONTRACT:**

Contract shall be for the period beginning Upon Award and terminating December 31, 2007.

The City of San Antonio reserves the right to extend the contract period for three (3) additional one (1) year periods based on the initial bid submitted. Renewals shall be in writing. The City Manager, her designee, or the Director of the Purchasing Division of the Administrative Services Department shall be the party with authority to execute a renewal on behalf of the City, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds therefore.

Notwithstanding the foregoing, the City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

### **SCOPE OF CONTRACT:**

The City of San Antonio is soliciting bids for cable/fiber pulling, installation service, and materials primarily for the following wiring: 4 pair 24 gauge solid copper level 5/6, 200 pair 24 gauge solid copper, multimode and single mode fiber facilities, 2 pair shielded speaker wire, building grounding/bonding, installation/relocation of voice, data, PC's, printers and paging system components. This is a time and material contract and contractor responsible for all time and material, necessary tools, test equipment, testing, and transport to and from job sites except as noted.

The City of San Antonio maintains the follow facilities:

- The City provides communication services to approximately 12,000 city employees located in over four hundred facilities throughout San Antonio, Texas, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the contractor.
- Since this contract is a time and material contract. Job estimates will be required prior to work orders being issued by the City for all work covered in this contract. In addition there will be a completion-of-job inspection by a representative of the City to verify completion of work at the job site.

### **I. STANDARD REQUIREMENTS:**

- A. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
- B. THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE FIRM ONLY.

## II. AWARD OF CONTRACT:

The contract will be awarded to the bidder whose bid, conforming to the Invitation for Bids, provides the best value to the City. Additionally, the City reserves the right to make no award, and to reject any and all bids. Examining bidders' Proposed Service Plan, Compliance to Specifications, History, Experience, Past Performance and Pricing will determine best value. Emphasis will be placed on maximizing the services as outlined in the Service Delivery Plan. Consideration will also be given for Small Business Economic Development Advocacy Policy ("SBEDA") qualifications, as described in sections X and XI.

This Invitation for Bid ("BVB"), when signed and returned by the bidder, including all attachments submitted with bidder's bid shall become the contract, if awarded by the San Antonio City Council. The terms and conditions of this BVB shall take priority in the event of a conflict between this BVB and any documents submitted by bidder with its bid. The terms and conditions of this BVB shall also take priority in the event of a conflict with any Work Order issued hereunder. **BIDDER SHALL NOT ATTEMPT TO DISCLAIM ANY IMPLIED WARRANTIES OR IMPOSE ANY LIMITATIONS ON LIABILITY. ANY SUCH TERMS CONTAINED WITHIN A BID SHALL BE AUTOMATICALLY DEEMED WITHDRAWN WITHOUT AFFECTING THE BID.**

## IV. SECURITY/CRIMINAL BACKGROUND:

Successful Bidder shall perform complete criminal background checks each year on all employees assigned to perform under this contract, and shall not employ, and if already employed, not utilize said persons to perform under this contract, any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses.

Successful Bidder agrees to provide a copy of the criminal background checks it performs under these requirements to City within 20 days of the start of this contract. Successful Bidder shall conduct criminal background checks on all new employees it hires during the contract term and any renewals, and shall provide City with a copy of the criminal background check, all prior to assigning new employees to work under this contract.

In the event Successful Bidder fails to provide the criminal background checks as required herein, or in the event the information obtained gives the City reason to believe further inquiry is warranted, Successful Bidder agrees to allow the City to perform a complete criminal background checks on each employee assigned to this contract, and shall not assign any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses, to work hereunder.

Successful Bidder shall conduct background checks on all employees assigned to this contract on a annual basis throughout the contract term and any renewals, and shall provide City with a copy of the background checks within 10 days thereafter.

Successful Bidder shall obtain a Consent and Release Authorization good for one year from the date of its signing to permit the City to perform complete background checks on all employees assigned to this contract, and shall obtain new Consent and Release Authorizations each year during the contract term.

All provisions herein regarding criminal background checks shall apply to all subcontractors assigned to work hereunder.

**V. REQUIRED DOCUMENTS:**

Following is a list of required documents, which must be included in the bid package. Failure to submit any of the required documents may result in the bid being deemed non-responsive and thereby disqualified from consideration. Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document.

**NOTE: BIDDERS MUST SIGN AND SUBMIT THIS ENTIRE INVITATION FOR BID, IN ADDITION TO SUBMITTING THE REQUIRED DOCUMENTS LISTED BELOW.**

- One (1) original and nine copies of the signed Invitation for Bids
- History, Experience & Past Performance, Attachment B
  1. Panduit Certifications (PCI) for all Technicians who will terminate UTP or fiber cable.
  2. A TDH Certification from the Texas Department of Health (TDH) for at least one (1) individual with a minimum of two (2) years working experience in the field of asbestos inspections and/or abatement projects, who will be assigned to this contract. (This requirement may be a subcontractor.)
  3. Work Experience for each Cable Terminating Technician assigned to perform work on City's infrastructure.
- Price Schedule, Attachment C (4 pages)
- Good Faith Effort Plan, Attachment A
- City of San Antonio Discretionary Contracts Disclosure Form, Attachment D
- Litigation Disclosure Form, Attachment E
- Estimate Scenarios, Attachment F (Pages 36-38)
- Onsite Qualifying Plan, Attachment G
- Check List Verification Attachment H
- PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Contractor for the types of coverages and at the levels specified in this BVB if awarded a contract in response to this BVB. Bidder shall also submit a copy of their current insurance certificate.

**VI. PRE-BID CONFERENCE:**

A pre-bid conference will be held at 10:00 a.m. on Wednesday, **November 22, 2006**, at the Purchasing Division, ASD, Purchasing Conference Room, City Hall Annex, 131 W. Nueva, San Antonio, TX 78204-1024. The pre-bid conference is NOT mandatory but offers potential bidders the best opportunity to obtain information and ask questions about this Invitation for Bids.

**VII. WEIGHTED EVALUATION CRITERIA:**

The following weighted criteria will be considered to determine which bid offers the best value to the City of San Antonio.

**SCORING**

Proposed Plan	30 Points
History, Experience & Past Performance	20 Points
Small Business Economic Development Advocacy Program	20 points
<u>Pricing</u>	<u>30 Points</u>
<b>TOTAL</b>	<b>100 Points</b>

**VIII. GENERAL SPECIFICATIONS:**

- A.** Some city facilities will require badge security access, thus these background check will help in acquiring the necessary badges. All badging will be at successful vendor's expense.
  - 1. The selected Respondent will be required to provide telecommunication cable, maintenance and installation of services for structured wiring systems within City facilities.
  - 2. Structured wiring systems exist in approximately 230 City sites. The City anticipates that cable pulling; installation services and materials will be required at approximately 15% of the sites annually.
  - 3. The services proposed under this BVB shall be comprehensive and turn-key; sub-contracted providers are allowed, if approval is obtained as required herein. Contractor is solely responsible for its sub-contractors and their performance.
- B.** The bid response must include a procedure to establish a primary and backup single point of contact (SPOC) for the selected service provider. All communication relating to the establishment, termination, and support of any services provided under this BVB shall be conducted through the designated SPOC.
  - 1. Billable time will start once on the job site, travel time to job location is not billable.
  - 2. Vendor is solely and completely responsible for any sub-contractor and Vendor is completely responsible in ensuring that all sub-contractors and staff meet all requirements of this BVB.
  - 3. Vendor will be responsible for all parking costs and shall not include cost in invoices to City. The City does not guarantee parking at all job sites.
- C.** Technical Requirements:
  - 1. Contractor will be contacted by ITSD staff on an "as needed" basis. Installation location as well as the work to be performed will be specifically identified on an ITSD Work Order. Work Orders shall be in substantially in the form attached hereto and incorporated herein as Exhibit A. If there is a conflict between the terms of this Contract and a Work Order, the terms of this Contract shall control. No terms in an estimate shall be deemed a part of this contract. Any work performed without a Work Order being approved by ITSD prior to performance will not be subject to payment.

2. The City has communication services in approximately over 400 buildings, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the contractor. If City must issue a stop Work Order due to asbestos, contractor shall only invoice City for work actually performed. TDH Certification (Asbestos) requirements can be met by a sub-contractor under this contract.
3. As-built drawings are to be furnished upon completion of all jobs requiring trenching or boring showing depth of cut and reference points to establish accurate location of buried conduits for future reference. The City reserves the right to request as-built drawings for any projects as needed basis. These drawings are to be furnished in both paper and electronic format. The vendor will coordinate any interruption to existing telephone/data communications with ITSD management. Any interruptions are to be minimized and performed after-hours, on week-ends and/or holidays unless requested at the sole discretion of the City.

Contractor shall use primarily wiring, including but not limited to the following:

- 4 Pair 24 gauge solid copper level 5/6, T568B wiring code.
- 200 pair 24 gauge solid copper level 3
- 2 Pair shielded speaker wire
- Fiber 62.5 Multimode
- Fiber .9 Single Mode
- Building ground wire to protect electrical equipment

NOTE: WIRE REQUIREMENTS FOR ABOVE CABLES MAY BE SHIELDED AND/OR PLENUM RATED.

4. Selected Contractor shall provide response to a request for a GOOD FAITH ESTIMATE within seven (7) business days, which shall remain firm for 90 days thereafter. (See Attachment F-2) There shall be No charge to the City for estimates.
5. The City has standardized on Panduit information outlets and Category 5e cabling.
6. Technicians who terminate UTP and/or fiber optic cable must be Panduit certified. Panduit Certifications (PCI) are to be included with this bid. Contractor must provide a list of technicians who will be assigned to perform work on the City account for work orders and trouble tickets. (Attachment B)
7. Installations performed by the successful bidder must be guaranteed for a minimum period of one year and defects must be corrected within 24 hours upon notification to vendor.
8. Contractor will be required to clean work area and properly store all tools and materials daily. All ceiling tiles that were removed during the day will be replaced. The city will **NOT** be liable for lost or damaged tools.
9. Wiring above the ceiling shall not be fastened directly to or run through any building structure without the use of a proper cable support (Bridal Rings, D-Rings, J Hooks etc). Electrical conduits, sprinkler pipes and drop ceiling supports are forbidden attachment points.
10. Contractor must coordinate all work with the City of San Antonio Information Technology Services Department (ITSD).

11. The Contractor will coordinate any interruption to existing telephone/data communications with the City of San Antonio Information Technology Services staff. Any interruptions are to be minimized and performed after-hours, on week-ends and/or holidays unless requested at the sole discretion of the City.
12. Regarding installation activity that is potentially disruptive (running cable, drilling, etc) to administrative activity, the Contractor will notify the City of San Antonio's Information Technology Services Facility Manager or designee of potential disruption prior to beginning work 3 days in advance.
13. The City of San Antonio may elect also to implement other changes of its own accord. Upon request, the Contractor shall research all reported physical installation, performance problems and/or errors and correct them to the City of San Antonio's satisfaction. If the problem or error resulted from design changes made by the City of San Antonio, the charge for correction shall be computed using the rates for standard T & M (Time & Material) charges as requested in this bid.
14. The City reserves the right, and its sole discretion, to remove and replace any employee of the Contractor or of any sub-contractor.
15. All invoices must be presented in hard copy and electronic Microsoft Excel spreadsheet in a format defined by the City and must refer to the assigned Information Technology Service Department service request (Work Order Number or Trouble Ticket Number and Purchase Order Number). All invoices must have the Purchase Order number shown thereon.
16. The types of services being requested are as follows: These figures are approximations.
  - a. Cable/Fiber Pulling
    - 95% of cable pulling requirements are twisted pair
    - 5% fiber
    - Pulling Definition: – The gathering of materials, placement and properly supporting and securing material according to EIA/TIA and City building codes. Dressing in of wires in data/fiber rack and properly sealing fire wall or floors that were penetrated, clean up and returning site to original condition.
  - b. Cable/Terminating:
    - Terminating 4 pair Cat 5/6 unshielded twisted pair, T568B wiring cable, label and test
    - Terminating 200 pair Cat 3 cables, label and test (24 gauge solid copper shield cable)
    - Terminating Definitions: Installing jacks in patch panel or in office locations.
    - Terminating a Multi conductor cable in a patch panel or 66 block. Testing wire with a certified CAT 5/6 tester and providing results in a Microsoft Excel spreadsheet. Labeling both ends of cable with labels provided by the city. (Test equipment supplied by contractor)
    - Test Definition: Category 5/6 unshielded twisted pair, T568B wiring Wire Testing  
The following tests shall be performed on all installed Category 5 wire runs:
      - 1) Testing shall be end-to-end, patch panel to jack patch cables (where applicable)
      - 2) Length Test: All four pairs are to be documented
      - 3) Any NEXT Limit: 27.1db or greater @ 100 MHz
      - 4) Attenuation. Limit 24.0 dB or less @ 100 MHz
      - 5) Wire Map (test must include open pairs, shorts and crossed pairs)
      - 6) Auto Test. (If Auto-test is employed it must encompass all tests listed previously)

- 7) Test results must be presented in a Microsoft Excel spreadsheet, Version 5.0 or higher format, detailing cable location (building, IDF, MDF, etc.) and all requested test data for each cable run.

c. Fiber Terminations:

Install/Test LC and ST connectors. (Any new connectors that become available during this contract may be included in this contract)

- Terminating Definitions: The fiber preparation and terminating of LC and ST connectors. Testing with certified equipment and providing in a Microsoft Excel spreadsheet the Fiber length and db loss on each copper. Labeling both ends of the fiber with cable and copper numbers provided by the City. (Test equipment supplied by contractor)
- Test Definition: Testing is to be end to end with all terminations and splices involved for each fiber tested. Test results shall be presented in a Microsoft Excel spreadsheet detailing cable port, location (building, closet etc.) length and attenuation in dB. Additionally, each test is to include a graphical representation of the test, measurement results, and cable information and set up parameters.
- Splicing: May be required whenever a fiber is damaged or new installation requires this service. Splicing can be either Mechanical or Fusion splicing ( to be determined by ITSD staff ), in either case the contractor shall furnish all equipment necessary to perform the splicing action and testing upon completion of splice

d. Handling Asbestos

- Contractor must employ or have on contract an individual with a minimum of two years working experience in the field of asbestos inspections and/or abatement projects.
- A TDH certificate **must** be supplied with the bid. Contractor must have an individual licensed by the Texas Department of Health (TDH) as an Asbestos Contractor/Supervisor, competent person, in accordance with 25 TAC 295.41 on staff or on contract available to inspect the working area for potential asbestos material.
- In the case where an employee of the contractor expects or determines the exposure of possible asbestos, the employee must notify the contractor's licensed TDH person, stop work and vacate the work area immediately.
- It should be noted that if suspected asbestos containing building material (ACBM) may be impacted by the contractor and an alternate route can be taken to prevent the disturbance, the alternate route shall be taken to avoid any possible disturbance of the suspected or identified ACBM. If a case arises, it will be brought to the attention of a City representative working in conjunction with the contractor to make a judgment on whether the re-routing of the cable is most cost effective.



e. Trenching and Directional Boring

- Trenching Definition: Obtaining permits hire security personnel, provide the necessary signage or safety precautions as required by the permit. Excavation of earth and/or other material to the prescribed work order request, placing the conduit in the ground and securing all connections. Providing any flowable fill required by the construction permit, back fill as required and replace any asphalt or concrete to restore the area to its original condition or as set forth in the permit. (Charges for asphalt, concrete and security personnel may be added to the invoice for reimbursement as long as the actual bill for these products or services and the amount is indicated on the invoice).
- Directional Boring Definition: Obtaining any permits, hire security people, provide the necessary signage or safety warning and flag men as required by the permit. Set up and perform the boring task as required, pull in the conduit and remove all waste material. Provide any flow able fill, asphalt, concrete or fill material as required. (Charges for asphalt, concrete or security personnel may be included in invoice at actual cost for reimbursement as long as the actual bill for these products or services is included with the invoice). The proper disposal of excess material will be the contractor's responsibility.

f. Miscellaneous Labor

Labor Definitions: Work other than specified in this contract. Moving furniture, painting and hanging plywood, etc. as it pertains to communications projects.

g. Install/Move Equipment

Equipment Definitions: The installation/relocation of voice, data, PC's, printers, paging system components. or other related equipment.

**D. ASSIGNMENT & SUBCONTRACTING**

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Successful Bidder. City shall in no event be obligated to any third party, including any subcontractor of Successful Bidder, for performance of services or payment of fees. Any references in this contract to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

Except as otherwise stated herein, Successful Bidder may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the written consent of the City. As a condition of such consent, if such consent is granted, Successful Bidder shall remain liable for completion of the services outlined in this contract in the event of default by the successor, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Successful Bidder assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract without prior City approval, City may, at its option, cancel this contract and all rights, titles and interest of Successful Bidder shall thereupon cease and terminate, notwithstanding any other remedy available to City under this contract. The violation of this

provision by Successful Bidder shall in no event release Successful Bidder from any obligation under the terms of this contract, nor shall it relieve or release Successful Bidder from the payment of any damages to City, which City sustains as a result of such violation.

E. Vendor must provide two service rates in this contract as noted below:

Standard Rate

All authorized work performed Monday-Friday 8 a.m. – 5 p.m. (including City Holidays). Vendor must provide the City a list of vendor's approved holidays.

Overtime Rate

All authorized work performed on contractor's holidays and beyond the days and/or hours of Monday-Friday 8 a.m. – 5 p.m. Payment of overtime rate is subject to written authorization by City representative.

F. REVISION OF MANUFACTURER'S PRICE LIST(S): The bid will be based on the following manufacturers' latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published list(s) may be superseded or replaced during the contract period only if such list(s) is published by the manufacturer for industry wide use. (NOTE: Discounts accepted as part of this bid are not subject to revision.) Vendor must provide a percentage (%) discount rate schedule for the following manufacturers' catalogs:

1. Belden
2. Belkin
3. Mohawk
4. Panduit

A written notice stipulating in detail the changes of a price list(s) must be furnished to the City and approved before revisions go into effect.

**All subject price lists should be submitted with this bid and shall become a part hereof.**

However, if in the opinion of the City Purchasing Manager, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Manager or his/her authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing Manager. However, if the City Purchasing Manager approves said price list(s) other than the manufacturers' price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers' may **NOT** be superseded or replaced during the contract period.

Bidders must fill in the requested information pertaining to discount, price list, etc. Specified items identified herein are for overall bid evaluation and represent the commonly used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered. Vendor must provide price lists which, along with the discount quoted, will be used to complete a full range of items.

**IX. INSURANCE REQUIREMENTS:**

Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance to the City's Administrative Services Department, which shall be clearly labeled "Annual Contract for Cable Pulling, Materials & Installation" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to City's Administrative Services Department, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract, but in no instance will City allow modification whereupon City may incur increased risk.

A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Contractor shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor knows of said change in advance, or ten (10) days notice after the change, if the Contractor did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

**City of San Antonio, Purchasing Division, Administrative Services, P.O. Box 839966, San Antonio, Texas 78283-3966.**

If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

**X. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM****1. Small Business Participation**

It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

**2. DEFINITIONS related to the Small Business Program Provisions:**

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

II.

### III. 3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>15%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>3%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	<b>15%</b>	33%
WBE	10%	13%
AABE	3%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: Prime Contractor Y submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. Prime Contractor Y also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. Prime Contractor Y is also classified as a local SBE.

Prime Contractor Y compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

**4. Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

**5. MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

**ATTACHMENT A**  
**GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** \_\_\_\_\_

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified? \_\_\_\_ Yes \_\_\_\_ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.



## GOOD FAITH EFFORT PLAN

(A-Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

**NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.**

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE's.

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## GOOD FAITH EFFORT PLAN

*(A-Page 3 of 4)*

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.
- \_\_\_\_\_
- \_\_\_\_\_
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

**GOOD FAITH EFFORT PLAN**  
(A-Page 4 of 4)

**GOOD FAITH EFFORT PLAN AFFIRMATION**

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE

\*\*\*\*\*  
**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:                      Approval \_\_\_\_\_                      Denial \_\_\_\_\_

Action Taken:                      Approved \_\_\_\_\_                      Denied \_\_\_\_\_

DIRECTOR OF ECONOMIC DEVELOPMENT \_\_\_\_\_

**ATTACHMENT B**  
**HISTORY, EXPERIENCE & PAST PERFORMANCE**

1. Provide a company overview and history.
2. Provide the number of years your business has been engaged in this type of business or related business  
\_\_\_\_\_ Years      \_\_\_\_\_ Months
3. Fully describe your company's experience in providing the products and services being requested by this BVB.
4. Provide resumes of key staff involved in providing services under this BVB. This should include, at a minimum, the Chief Executive Officer, Chief Financial Officer, Agency Administrator, Account Manager, Project Manager, Etc.
5. Provide 3 references from major customers in which your company has provided, or is providing the same or similar services to those being requested in this bid. Include name of entity or business, contact name and current phone number and email address and length of time service was, or has been provided to the customer.
6. Vendors are required to submit the following certifications and documents with this bid document:
  - a. Panduit Certifications (PCI) for all Technicians who will terminate UTP or fiber cable.
  - b. A TDH Certification from the Texas Department of Health (TDH) for at least one (1) individual with a minimum of two (2) years working experience in the field of asbestos inspections and/or abatement projects, who will be assigned to this contract. (May be a sub contractor.)
  - c. Work Experience for each Cable Terminating Technician assigned to perform work on City's infrastructure.

**ATTACHMENT C  
PRICE SCHEDULE - 1**

**TIME (LABOR):**

<u>ITEM</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
1.a.	Cable Pulling	11,000 standard hrs	\$_____.__per hr	\$_____.____
b.	Cable Pulling	1,100 overtime hrs	\$_____.__per hr.	\$_____.____
2.a.	Fiber Pulling	5,000 standard hrs	\$_____.__per hr	\$_____.____
b.	Fiber Pulling	500 overtime hrs	\$_____.__per hr	\$_____.____
3.a.	Cable Terminating Includes Testing	10,500 standard hrs	\$_____.__per hr	\$_____.____
b.	Cable Terminating Includes Testing	1,050 overtime hrs	\$_____.__per hr	\$_____.____
4.a.	Fiber Assembly	1,500 standard hrs	\$_____.__per hr	\$_____.____
b.	Fiber Assembly	150 overtime hrs	\$_____.__per hr	\$_____.____
5.a.	Soil/Dirt Trenching	5,000 standard time footage	\$_____.__per foot	\$_____.____
b.	Soil/Dirt Trenching	500 overtime footage	\$_____.__per foot	\$_____.____
c.	Asphalt Trenching	2,500 standard time footage	\$_____.__per foot	\$_____.____
d.	Asphalt Trenching	250 overtime footage	\$_____.__per foot	\$_____.____
e.	Concrete Trenching	2,500 standard time footage	\$_____.__per foot	\$_____.____
f..	Concrete Trenching	250 overtime footage	\$_____.__per foot	\$_____.____
g.	Rock Trenching	2,500 standard time footage	\$_____.__per foot	\$_____.____
h.	Rock Trenching	250 overtime footage	\$_____.__per foot	\$_____.____
6.a.	Normal Soil Directional Boring	2,500 standard time footage	\$_____.__per foot	\$_____.____
b.	Normal Soil Directional Boring	250 overtime footage	\$_____.__per foot	\$_____.____
c.	Rock (Adder to Soil) Directional Boring	2,500 standard time footage	\$_____.__per foot	\$_____.____

**PRICE SCHEDULE CONTINUED – 2**

<u>ITEM</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
d.	Rock (Adder to Soil) Directional Boring	250 overtime footage	\$_____.__per foot	\$_____.____
7.a.	Miscellaneous Labor	1,000 standard hrs	\$_____.__per hr	\$_____.____
b.	Miscellaneous Labor	100 overtime hrs	\$_____.__per hr	\$_____.____
8.a.	Installation/Moving Equip.	1,200 standard hrs	\$_____.__per hr	\$_____.____
b.	Installation/Moving Equip.	120 overtime hrs	\$_____.__per hr	\$_____.____
9.a	Aerial Cabling	1,000 standard hrs	\$_____.__per hr	\$_____.____
b.	Aerial Cabling	200 overtime hrs	\$_____.__per hr	\$_____.____
10.a.	Underground Cabling	1,000 standard hrs	\$_____.__per hr	\$_____.____
b.	Underground Cabling	200 overtime hrs	\$_____.__per hr	\$_____.____

City shall pay no other fees or expenses, unless expressly provided for herein.

**MATERIAL(S):**

NOTE: Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

<b>CABLING MATERIALS</b>	<b>UNIT PRICE (RETAIL)</b>	<b>DISCOUNT %</b>	<b>EXTENDED PRICE DISCOUNT APPLIED</b>
1. Category 5e unshielded plenum rated			
a) Mohawk	\$_____.__per ft	_____%	\$_____.____per ft
b) Belkin	\$_____.__per ft	_____%	\$_____.____per ft
c) Belden	\$_____.__per ft	_____%	\$_____.____per ft

**PRICE SCHEDULE CONTINUED – 3**

<b>CABLING MATERIALS</b>	<b>UNIT PRICE (RETAIL)</b>	<b>DISCOUNT %</b>	<b>EXTENDED PRICE DISCOUNT APPLIED</b>
2. Category 6 Augmented plenum rated			
a) Mohawk	\$____.____per ft	____%	\$____.____per ft
b) Belkin	\$____.____per ft	____%	\$____.____per ft
c) Belden	\$____.____per ft	____%	\$____.____per ft
3. Multimode 62.5 micron zip cord			
a) Mohawk	\$____.____per ft	____%	\$____.____per ft
b) Belkin	\$____.____per ft	____%	\$____.____per ft
c) Belden	\$____.____per ft	____%	\$____.____per ft
4. Multimode 62.5 micron multi strand plenum rated			
a) Mohawk	\$____.____per ft	____%	\$____.____per ft
b) Belkin	\$____.____per ft	____%	\$____.____per ft
c) Belden	\$____.____per ft	____%	\$____.____per ft
5. Single mode .9 micron multi strand plenum rated			
a) Mohawk	\$____.____per ft	____%	\$____.____per ft
b) Belkin	\$____.____per ft	____%	\$____.____per ft
c) Belden	\$____.____per ft	____%	\$____.____per ft
6. Single mode .9 micron underground rated			
a) Mohawk	\$____.____per ft	____%	\$____.____per ft
b) Belkin	\$____.____per ft	____%	\$____.____per ft
c) Belden	\$____.____per ft	____%	\$____.____per ft

**PRICE SCHEDULE CONTINUED – 4**

<b>PANDUIT MATERIALS</b>	<b>UNIT PRICE (RETAIL)</b>	<b>DISCOUNT %</b>	<b>EXTENDED PRICE DISCOUNT APPLIED</b>
1. CJ6X88TGEI: Category 6 Jack	\$____.____ea	____%	\$____.____ea
2. CJ5E88TGEI: Category 5 Jack	\$____.____ea	____%	\$____.____ea
3. CFPS4: Faceplate	\$____.____ea	____%	\$____.____ea
4. CHS2: Sloped Insert	\$____.____ea	____%	\$____.____ea
5. CHB2: Blank Insert	\$____.____ea	____%	\$____.____ea
6. CBXJ2: Surface mount 2 position	\$____.____ea	____%	\$____.____ea
7. CP48BL: 48 Port Patch Panel	\$____.____ea	____%	\$____.____ea
8. CPPLA48WBL: 48 Port Angled Patch Panel	\$____.____ea	____%	\$____.____ea
9. CMR19X84: Data Rack	\$____.____ea	____%	\$____.____ea
10. NCMHF2: Front Pathway	\$____.____ea	____%	\$____.____ea
11. LD5EI8-A: 1” Latching Duct	\$____.____ea	____%	\$____.____ea
12. LD10EI8-A: 1.5” Latching Duct	\$____.____ea	____%	\$____.____ea
13. CBR4S-M: Cable Ties	\$____.____ea	____%	\$____.____ea



## ATTACHMENT D

## City of San Antonio

## Discretionary Contracts Disclosure

For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)  
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity<sup>1</sup> that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

**(5) Political Contributions**

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate [Section 2-43 of the City Code \(Ethics Code\)](#), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

*This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.*

Signature:	Title:  Company or D/B/A:	Date:
------------	---------------------------------	-------

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**ATTACHMENT E  
LITIGATION DISCLOSURE**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your Bid from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Bid.**

## **ATTACHMENT F-1**

### **Evaluation Scenarios**

Contractors are required to give an estimate for the three jobs listed below. This estimate will be used in the evaluation review process, Proposed Plan section, to determine their accuracy in producing an estimate. All scenarios should be evaluated at standard labor rates.

Contractor may be required to demonstrate their ability to meet these estimates in some or all instances.

#### **Complete Attachment F-2 (Job Estimate Form)**

1. Pull 100' of 200 pair category 3 plenum wire through a 9' ceiling and terminate both ends of cable on 66M1-50 blocks. Cable is to be supported above ceiling with proper supports according to building codes and to be lashed to the wall after leaving plenum area above the ceiling every 12". There will be four 66 blocks in a row mounted on standoffs, the top of the first 66 Block is to be 6' above floor level.
2. Run one 25 Pair category 5 plenum cable 100' through a 9' ceiling. Cable is to be supported above the ceiling as per building code. One end will terminate in a Panduit 6 position surface jack with 6 cat 5 jacks at a height of 12" above the floor. The cable must be dropped through the wall. The other end will be terminated in a 19 inch rack using a 24 port Panduit mounting plate with 6 Cat 5 jacks. Cable is to be certified to Cat 5 specifications and test results provided in a Microsoft Excel spreadsheet.
3. Run a 12 strand 62.5m Multimode fiber 100' through a 9' ceiling. Fiber is to be supported above ceiling as per building code in inner duct. One end is to be terminated with ST connectors and the other with LC inside of a LIU cabinet. Test and provide DB reading in a Microsoft Excel spreadsheet.

## JOB ESTIMATE FORM TO ATTACHMENT F - 2

JOB SCOPE FOR \_\_\_\_\_

REQUESTED BY \_\_\_\_\_ DATE \_\_\_\_\_

JOB ESTIMATED BY \_\_\_\_\_

ITEM	DESCRIPTION	EST. UNITS STANDARD	RATE IN DOLLARS STANDARD	EST. UNITS OVERTIME	RATE IN DOLLARS OVERTIME	EXTENDED TOTAL IN DOLLARS
1	Cable Pulling Labor	Hrs	Per hr	Hrs	Per hr	
2	Fiber Pulling Labor	Hrs	Per hr	Hrs	Per hr	
3	Cable Terminating Labor	Hrs	Per hr	Hrs	Per hr	
4	Fiber Terminating Labor	Hrs	Per hr	Hrs	Per hr	
5	Fiber Assembly Labor	Hrs	Per hr	Hrs	Per hr	
6	Trenching Labor Specify type	Ft	Per ft	Ft	Per ft	
7	Directional Boring Specify type	Ft	Per ft	Ft	Per ft	
8	Aerial Cabling	Hrs	Per hr	Hrs	Per hr	
9	Underground Cabling	Hrs	Per hr	Hrs	Per hr	
10	Installation/Moving Equip. (Specify)	Hrs	Per hr	Hrs	Per hr	
11	Miscellaneous Labor (Specify)	Hrs	Per hr	Hrs	Per hr	
12	(Specify)					
13	(Specify)					
14	(Specify)					
15	(Specify)					
16	(Specify)					
TOTAL TIME ESTIMATE (LABOR)						

## JOB ESTIMATE FORM TO ATTACHMENT F - 3

<b>TOTAL TIME (LABOR)</b>	JOB LABOR ESTIMATED TOTAL BROUGHT FORWARD		\$
<b>ITEM</b>	<b>MATERIAL ITEMS</b>	<b>EST. QTY. NEEDED FOR JOB</b>	<b>PRICE AFTER DISCOUNT APPLIED</b>
11	4 Pair 24 gauge solid copper level 5/6, T568B wiring code	FT	
12	200 pair 24 gauge solid copper level 3	FT	
13	2 Pair shielded speaker wire	FT	
14	Fiber 62.5 Multimode	FT	
15	Fiber .9 Single Mode	FT	
16	Building ground wire to protect electrical equipment	FT	
17	Mount/Wall Jacks	UNITS	
18	Patch Panels	UNITS	
19	Other Material Used (Specify)		
20	Other Material Used (Specify)		
21	Other Material Used (Specify)		
22	Other Material Used (Specify)		
23	Other Material Used (Specify)		
24	Other Material Used (Specify)		
25	Other Material Used (Specify)		
26	Other Material Used (Specify)		
27	Other Material Used (Specify)		
28	Other Material Used (Specify)		
29	Other Material Used (Specify)		
30	Other Material Used (Specify)		
<b>TOTAL MATERIAL S</b>	JOB MATERIALS ESTIMATE TOTAL		
<b>JOB TOTAL</b>	<b>JOB TOTAL (TIME &amp; MATERIALS)</b>		

## **ATTACHMENT G**

### **Onsite Qualifying Plan TO MEET THE SPECIFICATIONS AND GENERAL REQUIREMENTS SET FORTH IN THIS CONTRACT**

The respondents will be required to perform the following scenarios to determine their capability to perform the requested list of services. These scenarios will be conducted in a City owned facility with a date and time to be scheduled by ITSD after opening. All materials will be provided by the City of San Antonio. Respondents will be responsible for providing all test equipment necessary to perform the required tasks. In all cases the EIA/TIA wiring standards will be used. Each respondent will be provided a block of 2 hours to perform all tasks.

1. Run and test one 25 Pair category 5 plenum rated cable with one end in an existing MDF Rj45 patch panel system and the other end in a 6 position surface mount Rj45 jack. Provide printed test results for all 6 jacks.
2. Run a 6 strand 65.5 multimode fiber cable in the inner duct terminating ends on LC connectors and other end on ST connectors. LIU are in place on both ends. Provide printed test results on all strands.
3. Using the above fiber scenario the 6 strand fiber will be severed. This test will be to restore the fiber back to working condition using mechanical splices. Provide printed test results.

## ATTACHMENT H

### BID CHECKLIST

This checklist is to help the Contractor ensure that all required documents have been included in its Bid.

DOCUMENT	Check or Initial to Indicate Document is Attached To Bid
*Signature Page, (Page 1 in BVB)	
History, Experience, & Past Performance (Attachment B).	
Price Schedule (Attachment C)	
*Good Faith Effort Plan (Attachment A)	
*City of San Antonio Discretionary Contract Disclosure Form (Attachment D)	
Litigation Disclosure Form (Attachment E)	
An original complete Certificate of Insurance meeting the requirements set for in these specifications) or PROOF OF INSURABILITY (Page 12)	
Job Estimate Scenarios Form (Attachment F)	
Onsite Qualifying Plan (Attachment G) <b>will be arranged later – but commitment is made to participate by signing here.</b>	
A copy of Vendor Holidays	
*10 Copies of Bid with One (1) Marked with “Original” and Nine (9) with “Copy”	
*Bid Checklist (Attachment H)	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of Bid.**



## ATTACHMENT I

**Statement:**

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for Bids or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205.”

**ATTACHMENT J****City of San Antonio  
Administrative Services Department  
Purchasing Division****Formal Tabulations and Awards by Solicitation Number**

The [Purchasing Division](#) will post preliminary tabulations within seven (7) days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read by the City Clerk's Office during the bid opening. This tabulation is **not** a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at [www.sanantonio.gov](http://www.sanantonio.gov) and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's Office, once the item has been posted on the agenda.

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** "ANNUAL CONTRACT FOR CABLE PULLING, MATERIALS AND  
INSTALLATION"  
BIDS TO BE OPENED: 2:00 P.M., DECEMBER 1, 2006  
BID NO. A383-07 WF

**REMARKS:**

## Exhibit A

ISDBN738/11 09  
WORK ORDER # 610903

ISD DATA WORK ORDER  
UNASSIGNED

10/30/2006

NAME: ITSD, WORK ORDER PHONE NR: 207-8301 PAGE: 1 OF 1  
DATE REQUIRED: 00/00/0000 WO SOURCE: EMAIL DATE: 10/30/2006  
ACTIVITY: 09-05-01 PROJECT: 00000000  
DEPARTMENT: INFORMATION TECHNOLOGY SERVICES DIV: COMMUNICATIONS  
ADDRESS: 00515 FRIO ST S PUBLIC SAFETY TECHNOLOGY  
CONTACT: ITSD, TEST CONTACT #: 207-8301 ACT CD: 90501

ACT	R	TYPE	LINE / CIRCUIT NR	ORDER #	DUE DATE	ELL NUMBER	DEV-ID

----- EQUIPMENT INFORMATION -----  
ACT EQ CAT# DESCRIPTION PGM DEV-ID T-NBR ASSET ID WIRE

OTHER: NLS ITSD. WORK ORDER REQUEST FOR WIRING \_\_\_\_\_

REQUEST WIRING BE PULLED FOR THE FOLLOWING REQUEST: \_\_\_\_\_

TECH ASSIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTIVITY	FUND	INDEX CODE	OBJECT CODE	DESCRIPTION
09-05-01	00	000000	03-242	HARDWARE MAINTENANCE
09-05-01	00	000000	05-360	HARDWARE PURCHASES
09-05-01	00	000000	02-110	LABOR/SERVICE CHARGES
09-05-01	00	000000	03-243	SOFTWARE

WO CHRG:	EQ \$	.00	CHARGES:	EQ \$
	N/I \$	.00		N/I \$
	LBR \$	.00		LBR \$

WORK ORDER TOTAL: \$ .00 TOTAL PAGE: \$ .00

REQ-NUMBER: \_\_\_\_\_

TAKEN BY: \_\_\_\_\_

LOCATION ADDRESS: \_\_\_\_\_ ROOM: \_\_\_\_\_ FLOOR: \_\_\_\_\_